

Express Mail No.: EV 272908405 US
Date Mailed: OCTOBER 6, 2003

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Donald E. Weder)	Dkt. No.: 8404.006
)	
Serial No.:	Not Yet Assigned)	
)	Examiner: Not Yet Assigned
Filed:	October 6, 2003)	
)	
For:	WRAPPER HAVING A)	Art Unit: Not Yet Assigned
	HOLOGRAPHIC IMAGE THEREON)	

MAIL STOP - PATENT APPLICATION
Commissioner for Patents
P.O. Box 1450, Alexandria, VA 22313-1450

TERMINAL DISCLAIMER UNDER 37 C.F.R. § 1.321(b)

Sir:

Charles A. Coddington, having a mailing address of P.O. Box 16370, Oklahoma City, Oklahoma 73113, in the County of Oklahoma and the State of Oklahoma, represents that he is the Authorized Signatory for the Petitioner/Assignee corporation, Southpac Trust International, Inc., not individually but as trustee of The Family Trust U/T/A dated December 8, 1995, and Charles A. Coddington, as Authorized Signatory, is authorized to sign on behalf of Petitioner/Assignee.

Southpac Trust International, Inc., not individually but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to the above identified patent application U.S. Serial No. **10/229,793**, filed on **August 27, 2002**, assignment filed **June 5, 2003**, Reel/Frame **Not Yet Assigned**.

Southpac Trust International, Inc., not individually but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to U.S. Serial No. **10/226,467**, filed **August 21, 2002**, assignment filed **September 19, 2000**, Reel/Frame **11200/985-986**.

Southpac Trust International, Inc., not individually but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to U.S. Serial No. **10/226,469**, filed **August 21, 2002**, assignment filed **September 19, 2000**, Reel/Frame **11200/985-986**.

Southpac Trust International, Inc., not individually but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to U.S. Serial No. **10/232,559**, filed **August 28, 2002**, assignment filed **November 3, 1997**, Reel/Frame **8788/0564**.

Southpac Trust International, Inc., not individually but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent

(100%) of the right, title and interest in and to U.S. Serial No. **10/229,794**, filed **August 27, 2002**, assignment filed **August 28, 2000**, Reel/Frame **11030/001-002**.

Southpac Trust International, Inc., not individually but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to U.S. Serial No. **10/232,492**, filed **August 28, 2002**, assignment filed **November 3, 1997**, Reel/Frame **8788/0564**.

Southpac Trust International, Inc., not individually but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to U.S. Serial No. **10/209,721**, filed **July 31, 2002**, assignment filed **September 8, 2000**, Reel/Frame **11182/146-147**.

Southpac Trust International, Inc., not individually but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to U.S. Serial No. **10/210,639**, filed **July 31, 2002**, assignment filed **September 8, 2000**, Reel/Frame **11182/146-147**.

Southpac Trust International, Inc., not individually but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to U.S. Serial No. **10/278,649**,

filed **October 21, 2002**, assignment filed **August 28, 2000**, Reel/Frame **11030/003**.

The assignment documents relating to U.S. Serial No. **10/229,793** have been reviewed and certified by Petitioner/Assignee and, to the best of Petitioner/Assignee's knowledge and belief, title is in the Petitioner/Assignee seeking to take this action.

Petitioner/Assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the earlier of the full statutory term defined in 35 U. S. C. § § 154-156 and 173, and of the term as presently shortened by any terminal disclaimers of the term of any patent granted on U.S. Serial No. **10/226,467; 10/226,469; 10/232,559; 10/229,794; 10/232,492; 10/209,721; 10/210,639 or 10/278,649**.

Petitioner/Assignee further agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to any patent granted on U.S. Serial No. **10/226,467; 10/226,469; 10/232,559; 10/229,794; 10/232,492; 10/209,721; 10/210,639 or 10/278,649**.

This agreement is to run with any patent granted on the above-identified application and is to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner/Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the earlier of the term defined in 35 U. S. C. § § 154-156 and 173, and of the term as presently shortened by any terminal disclaimers of any patent granted on U.S. Serial No. **10/226,467** in the event that any patent granted on U.S. Serial No. **10/226,467** later: (1) expires for failure to pay a maintenance fee; (2) is held unenforceable or is found invalid by a court of competent jurisdiction; (3) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321; (4) has all claims canceled by a reexamination certificate; (5) is reissued; or (6) is otherwise not deemed to provide the rights conveyed by 35 U.S.C. §§ 154-156 and 173 prior to the expiration of the full statutory term(s) as presently shortened by any terminal disclaimer(s), except for the separation of legal title stated above.

In making the above disclaimer, Petitioner/Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the earlier of the term defined in 35 U. S. C. § § 154-156 and 173, and of the term as presently shortened by any terminal disclaimers of any patent granted on U.S. Serial No. **10/226,469** in the event that any patent granted on U.S. Serial No. **10/226,469** later: (1) expires for failure to pay a maintenance fee; (2) is held unenforceable or is found invalid by a court of competent jurisdiction; (3) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321; (4) has all claims canceled by a

reexamination certificate; (5) is reissued; or (6) is otherwise not deemed to provide the rights conveyed by 35 U.S.C. §§ 154-156 and 173 prior to the expiration of the full statutory term(s) as presently shortened by any terminal disclaimer(s), except for the separation of legal title stated above.

In making the above disclaimer, Petitioner/Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the earlier of the term defined in 35 U. S. C. § § 154-156 and 173, and of the term as presently shortened by any terminal disclaimers of any patent granted on U.S. Serial No. **10/232,559** in the event that any patent granted on U.S. Serial No. **10/232,559** later: (1) expires for failure to pay a maintenance fee; (2) is held unenforceable or is found invalid by a court of competent jurisdiction; (3) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321; (4) has all claims canceled by a reexamination certificate; (5) is reissued; or (6) is otherwise not deemed to provide the rights conveyed by 35 U.S.C. §§ 154-156 and 173 prior to the expiration of the full statutory term(s) as presently shortened by any terminal disclaimer(s), except for the separation of legal title stated above.

In making the above disclaimer, Petitioner/Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the earlier of the term defined in 35 U. S. C. § § 154-156 and 173, and of the term as presently shortened by any terminal disclaimers of any patent granted on U.S. Serial No. **10/229,794** in the event that any

patent granted on U.S. Serial No. **10/229,794** later: (1) expires for failure to pay a maintenance fee; (2) is held unenforceable or is found invalid by a court of competent jurisdiction; (3) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321; (4) has all claims canceled by a reexamination certificate; (5) is reissued; or (6) is otherwise not deemed to provide the rights conveyed by 35 U.S.C. §§ 154-156 and 173 prior to the expiration of the full statutory term(s) as presently shortened by any terminal disclaimer(s), except for the separation of legal title stated above.

In making the above disclaimer, Petitioner/Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the earlier of the term defined in 35 U. S. C. § § 154-156 and 173, and of the term as presently shortened by any terminal disclaimers of any patent granted on U.S. Serial No. **10/232,492** in the event that any patent granted on U.S. Serial No. **10/232,492** later: (1) expires for failure to pay a maintenance fee; (2) is held unenforceable or is found invalid by a court of competent jurisdiction; (3) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321; (4) has all claims canceled by a reexamination certificate; (5) is reissued; or (6) is otherwise not deemed to provide the rights conveyed by 35 U.S.C. §§ 154-156 and 173 prior to the expiration of the full statutory term(s) as presently shortened by any terminal disclaimer(s), except for the separation of legal title stated above.

In making the above disclaimer, Petitioner/Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the earlier of the term defined in 35 U. S. C. § § 154-156 and 173, and of the term as presently shortened by any terminal disclaimers of any patent granted on U.S. Serial No. **10/209,721** in the event that any patent granted on U.S. Serial No. **10/209,721** later: (1) expires for failure to pay a maintenance fee; (2) is held unenforceable or is found invalid by a court of competent jurisdiction; (3) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321; (4) has all claims canceled by a reexamination certificate; (5) is reissued; or (6) is otherwise not deemed to provide the rights conveyed by 35 U.S.C. §§ 154-156 and 173 prior to the expiration of the full statutory term(s) as presently shortened by any terminal disclaimer(s), except for the separation of legal title stated above.

In making the above disclaimer, Petitioner/Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the earlier of the term defined in 35 U. S. C. § § 154-156 and 173, and of the term as presently shortened by any terminal disclaimers of any patent granted on U.S. Serial No. **10/210,639** in the event that any patent granted on U.S. Serial No. **10/210,639** later: (1) expires for failure to pay a maintenance fee; (2) is held unenforceable or is found invalid by a court of competent jurisdiction; (3) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321; (4) has all claims canceled by a

reexamination certificate; (5) is reissued; or (6) is otherwise not deemed to provide the rights conveyed by 35 U.S.C. §§ 154-156 and 173 prior to the expiration of the full statutory term(s) as presently shortened by any terminal disclaimer(s), except for the separation of legal title stated above.

In making the above disclaimer, Petitioner/Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the earlier of the term defined in 35 U. S. C. § § 154-156 and 173, and of the term as presently shortened by any terminal disclaimers of any patent granted on U.S. Serial No. **10/278,649** in the event that any patent granted on U.S. Serial No. **10/278,649** later: (1) expires for failure to pay a maintenance fee; (2) is held unenforceable or is found invalid by a court of competent jurisdiction; (3) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321; (4) has all claims canceled by a reexamination certificate; (5) is reissued; or (6) is otherwise not deemed to provide the rights conveyed by 35 U.S.C. §§ 154-156 and 173 prior to the expiration of the full statutory term(s) as presently shortened by any terminal disclaimer(s), except for the separation of legal title stated above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

SOUTHPAC TRUST INTERNATIONAL, INC., not
Individually but as trustee of The Family
Trust U/T/A dated December 8, 1995.

10-6-03

(Date)

By: 

Charles A. Coddington, Authorized
Signatory for Southpac Trust
International, Inc., not
individually but as trustee of
The Family Trust U/T/A/ dated
December 8, 1995.

P.O. Box 16370

Oklahoma City, Oklahoma 73113

Telephone: (405) 607-8600

CERTIFICATE UNDER 37 CFR 3.73(b)

Applicant: Donald E. Weder Atty. Dkt. No. 8404.006

Application No.: Not Yet Assigned Filed: October 6, 2003

For: WRAPPER HAVING A HOLOGRAPHIC IMAGE THEREON

SOUTHPAC TRUST INTERNATIONAL, INC., NOT
INDIVIDUALLY BUT AS TRUSTEE OF THE FAMILY
TRUST U/T/A DATED DECEMBER 8, 1995

Name of Assignee

Corporation

Type of Assignee

certifies that it is the Assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application identified above. The document was recorded in the Patent and Trademark Office at Reel Not Yet Assigned, Frame Not Yet Assigned.

OR

B. ☐ A chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

1. From: _____ To: _____

2. From: _____ To: _____

The document was filed in the Patent and Trademark Office on _____, and a copy of the assignment and pages _ and _ of Part A of Schedule 1.2 are attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 10-6-03
Name: Charles A. Coddington

Title: Authorized Signatory for Southpac Trust International Inc.,
not individually but as trustee of The Family Trust U/T/A/ dated December 8, 1995

Signature: 